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March 31, 2004

**Via Federal Express**

Ms. Martha Bosworth, Enforcement Coordinator  
U.S. Environmental Protection Agency  
Office of Site Remediation and Restoration (HBS)  
One Congress Street, Suite 1100  
Boston, Massachusetts 02114-2023

Re: Request for Information Pursuant to Section 104 of CERCLA in relation to the former Whitney Barrel Company at the Wells G & H Superfund Site in Woburn, Massachusetts

Dear Ms. Bosworth:

This response is being made on behalf of Mallinckrodt Inc., a New York corporation ("Mallinckrodt") to two Information Requests regarding the Whitney Barrel Company at the Wells G & H Superfund Site in Woburn, Massachusetts (the "Site") made by Bruce Marshall of the U.S. Environmental Protection Agency ("EPA"). According to the Information Requests, the Site is located at 256 Salem Street, Woburn, Massachusetts. EPA issued two requests to Mallinckrodt both on December 15, 2003 pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") and Mallinckrodt received these requests on December 22, 2003. One request was related to Great Lakes Container Corporation (GLCC) and one was related to Kingston Steel Drum (KSD). As outlined in the responses below, the KSD site was part of the GLCC Division of International Minerals Corporation (IMC). Due to this relationship between the entities referred to in the Information Requests, this response letter is provided in answer to both Information Requests. An extension of time to respond was granted through March 31, 2004.

The Information Request states that the EPA is investigating this Site and pursuant to Section 104(e) of CERCLA, as amended, may require any person who has or may have any information relating to the facility to furnish such information and any documents relating thereto to the EPA. Notwithstanding the narrowness of this section, and its discreteness in terms of specific areas of inquiry, the Information Request and instructions go beyond the section quoted above and to which objection is duly made. Mallinckrodt's response is in accordance with the Information

Request, but Mallinckrodt objects to some of the questions as being overly broad and beyond the scope of the statutory section cited.

Section 104(e)(1) of CERCLA provides that EPA can require information that could be obtained from an alleged generator that is "necessary to ascertain facts not available at the facility where such hazardous substances are located." In order to assist Mallinckrodt in carrying out any statutory obligation to provide you with information 'not available at the facility', Mallinckrodt hereby requests that EPA specifically describe the information and documents in its possession relating Mallinckrodt to the Site and any additional information it believes necessary to supplement such existing information. The only information in the Information Request explaining any alleged nexus between Mallinckrodt and this Site was the statement in Enclosure D that Whitney Barrel provided EPA with a customer list and EPA is issuing 104(e) letters to customers to establish their possible involvement with the contamination at the Site. A copy of the customer list, a list of the materials each customer reportedly sent to the site or a quantity of material reportedly sent to the site was not provided.

Furthermore, Mallinckrodt believes that it is under no obligation to provide you with records or information until EPA makes a showing that such records are needed for the purpose as specified in this statute, and can assert some nexus between Mallinckrodt and this Site. Without waiver of any of the objections set forth above, Mallinckrodt is providing the following information which to its knowledge is responsive to EPA's Information Request. Mallinckrodt reserves its right to supplement this response if additional documents are later available which are responsive to this Information Request.

#### Section 1 – General Information About Respondent

1a. Mallinckrodt Inc., 675 McDonnell Boulevard, St. Louis, MO 63042

1b. Patricia H. Duft, Staff Vice President, Legal & Regulatory Services,  
Mallinckrodt Inc., 675 McDonnell Boulevard, St. Louis, MO 63042  
Telephone (314) 654-6314 and Fax. (314) 654-6486.

Kathryn A. Zeigler, Environmental Remediation Manager,  
Mallinckrodt Inc., 675 McDonnell Boulevard, St. Louis, MO 63042  
Telephone (314) 654-6347 and Fax. (314) 654-6486.

James Grant, Director of Environmental Remediation  
Mallinckrodt Inc., 675 McDonnell Boulevard, St. Louis, MO 63042  
Telephone (314) 654-6393 and Fax. (314) 654-6486.

These individuals have no personal knowledge of Respondent's former operations at the Kingston Steel Drum Site, but have provided information based on a review of records currently in Respondent's possession and control.

1c. Patricia H. Duft, Staff Vice President, Legal & Regulatory Services,  
Mallinckrodt Inc., 675 McDonnell Boulevard, St. Louis, MO 63042

Telephone (314) 654-6314 and Fax (314) 654-6486.

- 1d. Superfund Sites in Region I for which Mallinckrodt has received a 104(e) letter:
- Sutton Brook Site, Tewksbury, MA

Section 2 – Respondent's Legal Status

- 2a. Mallinckrodt Inc., a New York corporation ("Mallinckrodt") is responding to this Information Request as successor in interest to International Minerals & Chemical Corporation ("IMC"). Through a series of name changes in the 1990s, IMC is now known as Mallinckrodt.
- 2b. i. Respondent's connection to the KSD site commenced when the Kingston Steel Drum Corporation was acquired on May 4, 1973, by Great Lakes Container Corporation, a subsidiary of International Minerals & Chemical Corporation, now known as Mallinckrodt. Kingston Steel Drum Corporation became a division of Great Lakes Container Corporation. On May 31, 1976 the Respondent's operations at the site ceased when the Great Lakes Container Division was sold to The 3016 Corporation owned by Irving A. Rubin. See Exhibit A. The 3016 Corporation was later renamed and operated under the name of Great Lakes Container Corporation under Mr. Rubin's ownership. Respondent's date of incorporation is June 4, 1909.
- ii. The state of incorporation is New York.
- iii. CT is the registered agent for service of process.
- 2c. Not Applicable.
- 2d. See response to 2.a. and b. above.
- 2e. See response to 2.a. and b. above.
- 2f. See response to 2.a. and b. above.
- 2g. Not applicable.

Section 3 – Respondent's Operations (1950-1985)

The request states that the questions in this section refer to facilities owned or operated by the Respondent within Massachusetts, Rhode Island, New Hampshire, or Maine and to any other facility owned or operated by the Respondent which had any business with Whitney Barrel. Respondent objects to this request as overly broad and unduly burdensome and beyond Respondent's statutory responsibility to respond. Without waiving its objection, Respondent states it does not have any records or information that any sites owned or operated by the Respondent ever did business with Whitney Barrel. Since the Information Request specifically

referenced GLCC and Kingston Steel Drum however, the questions in this section are answered with respect to the KSD facility.

- 3a. Kingston Steel Drum  
Route #125  
Kingston, New Hampshire 03848
- 3b. Respondent's operations commenced at the KSD site in May 4, 1973 and ceased on May 31, 1976. The Respondent's operations consisted of reconditioning both open and closed head drums. For open head drums, residues were emptied from the drums, which were then passed through an incinerator to burn off remaining residues. The drums were then brought into the plant for sandblasting, dedenting and lining operations. The closed head drums were pre-flushed then rinsed with a caustic rinse solution, washed in a dilute hydrochloric acid solution, sand blasted, and dedented.
- 3c. Respondent did not find any documents responsive to this request. To Respondent's knowledge, it has no information regarding specific constituents that would have been processed or used in connection with facility operations or that would have been present in materials processed or used in facility operations during the Respondent's operation of the site between 1973 and 1976. However, Respondent understands that a variety of solvents and other chemicals were handled at the Kingston Steel Drum facility. However, Respondent has no specific information on these chemicals. No Material Safety Data Sheets (MSDSs) were found specifically related to the Respondent's operations at the site. However, several MSDSs from other companies were found. Although copies of these MSDSs have not been attached to this response, the Respondent will provide them upon request.
- 3d. During the period of Respondent's operation of the site, drum reconditioning continued in a manner similar to previous operations with some modifications intended to reduce the potential for pollution at the site. The "Kingston Swamp" was reportedly backfilled in 1973 and the caustic lagoon backfilled in 1974. Oil separation equipment was installed and "deoiled" and "oily" wastes from the closed head drum reconditioning process were stored in separate on-site holding tanks. To the knowledge of Respondent, there are no current operations at the KSD site.
- 3e. Respondent did not find any documents responsive to this request. To Respondent's knowledge, it has no information in its possession related to products recycled, recovered, treated or otherwise processed at the KSD site during the Respondent's operation of the site between 1973 and 1976 other than those generally described in response 3b. above.
- 3f. Respondent did not find any documents responsive to this request. To Respondent's knowledge, it has no information in its possession related to raw materials used in the operations at the KSD site during the Respondent's operation of the site between 1973 and 1976 other than those generally described in response 3b. above.

- 3g. Respondent did not find any documents responsive to this request. To Respondent's knowledge, it has no information in its possession regarding the cleaning and maintenance of equipment during the Respondent's operation of the site between 1973 and 1976.
- 3h. Respondent did not find any documents responsive to this request. To Respondent's knowledge, it has no information in its possession regarding the methods used to clean up spills during the Respondent's operation of the site between 1973 and 1976.
- 3i. Respondent did not find any documents responsive to this request. To Respondent's knowledge, it has no information to date regarding schematic diagrams or flow charts of the Respondent's operations at the site between 1973 and 1976.

Although not applicable to the Information Request regarding operations during Respondent's ownership because it is dated outside the Respondent's period of operation of the site, a flow diagram dated 8/14/79 was found during Respondent's file review which shows the rinse water disposal system at the site. This flow diagram is included as Exhibit B.

- 3j. Respondent does not have complete records of employees at the site during Respondent's period of operation and has no records of employment for periods before and after Respondent's period of operation. Respondent no longer employs anyone with any direct knowledge of the operations at the Kingston Drum Site. As stated above, Respondent found no information regarding any relationship with Whitney Barrell Company.

#### Section 4 – Respondent's Wastes and Waste Streams (including By-Products) (1950-1985)

Mallinckrodt objects to the completion of the "Waste Survey" as overly broad and unduly burdensome. However, without waiving this objection, the following responses are provided.

- 4a - c. To Respondent's knowledge, it has found no information to date regarding specific descriptions or volumes of the wastes generated or specific waste containers used during Respondent's operations at the KSD site between 1973 and 1976. Therefore, Respondent is unable to complete this Waste Survey.
- 4d. Respondent did not find any documents responsive to this request. To Respondent's knowledge, it has found no information regarding the persons at the site responsible for collecting and managing wastes generated during Respondent's operations at the site between 1973 and 1976.
- 4e. Respondent did not find specific documents responsive to this request. A general description of the KSD site in EPA's Remedy Selection Document included the following information. Caustic rinse water was disposed in a lagoon located 150 feet to the west of the cinder block building. The caustic lagoon was a barbell shaped pond averaging approximately 25 ft in width, 100 ft in length, and 3 ft in depth. The lagoon received approximately 4,000 gal/day of caustic rinse water. Another small pond, commonly

referred to as the "Kingston Swamp", was generally circular, approximately 100 ft in diameter and 1 ft deep.

- 4f. Respondent does not have complete records of employees at the site during Respondent's period of operation and has no records of employment for periods before and after Respondent's period of operation. Respondent no longer has any employees with any knowledge of the operations at the Kingston Drum Site.

Section 5 – Respondent's Disposal/Treatment/Storage/Recycling/Sale of Waste (including By-Products) (1950-1985)

Respondent objects to this request as overly broad and unduly burdensome and beyond Respondent's statutory responsibility to respond. Several of these inquiries are irrelevant if a nexus between the KSD site and the Whitney Barrell Site cannot be established. Respondent has found no evidence of any nexus to the Whitney Barrell Site. Without waiving its objection, Respondent states it does not have any records or information on waste disposal practices, contracts, disposal facilities, etc. at the KSD site except where specifically noted below.

The site was remediated under CERCLA (United States v. Ottai & Goss, et al. C-225-L (D.N.H.) and the remediation activities are described in various EPA reports. The related reports found in the Respondent's files were the Remedial Action Master Plan by Ecology & Environment, Inc. for EPA dated August 27, 1982, Technical Specifications for Kingston Drum Site by Camp Dresser & McKee dated April 1984, Excavation and Waste Removal Plan by Camp Dresser & McKee Inc. dated May 1984, various manifests dated March 1985 (see 4 e-s below), and the Preferred Remedy Remedial Alternative Selection by EPA dated October 29, 1986. Respondent makes no representation that this is a complete list of documents related to the cleanup of the site and Respondent did not submit a Freedom of Information Request regarding the Kingston Drum Site.

- 5a – d Respondent objects to this request as overly broad and burdensome. Respondent does not have records regarding employment at the KSD site either before or after its period of operation between 1973 and 1976. Furthermore, Respondent does not have complete records of employees at the KSD site during Respondent's period of operation. Respondent could not determine what individuals were responsible for waste handling as described in these questions. Respondent no longer has any employees with any knowledge of the operations at the Kingston Drum Site or other knowledge or responsibility pertinent to this Request for Information.

- 5e - s. To Respondent's knowledge, it has no information concerning waste containers, contracts or arrangements for disposal, locations of disposal sites, waste carriers used or their employees, the frequency or volumes of wastes picked up at the site, or the vehicles used for wastes generated at the site during Respondent's operations at the site between 1973 and 1976. One invoice dated 10/31/75 from SCA Disposal Services (103 Bedford Road, Rowley, Mass 019696) was found from Respondent's period of ownership however there was no description of services, amounts or the type of waste disposed. This invoice is included as Exhibit C.

Although not applicable to the Information Request for the Respondent because they are outside the Respondent's period of operation of the site, the following records related to waste disposal were found during Respondent's file review.

- A list of effluent treatment purchased in 1977 – 1978. The list shows the date, company, and amount and includes S&M Disposal, Browning Ferris Ind., Stewart's Septic, Roland's Sewer/Septic, H&H Septic, Albert Gray, Dan Ray. This list and the supporting documentation for each shipment are included as Exhibit D.
- A list of waste disposal shipments from Nov 1978 – Oct 1979. The list shows the date, company, and amount and includes Browning-Ferris, S&M Disposal, Ottati & Goss, Louis Ottati, Harding Metal, Keefe Environmental, Spaulding & Frost, Stewart's Septic, Bill Rafeal, Marshall Bean, Plaistow Lumber. This list and the supporting documentation for each shipment are included as Exhibit E.
- Purchase orders to D&L Service Inc, each for one load of wastewater, were dated 2/28/80, 6/11/80, 6/18/80, 7/15/80. These are included as Exhibit F.
- Hazardous waste manifests for Waste PCB materials all dated Mar 85. These appear to be from the site cleanup work previously described. International Minerals & Chemicals is the generator, the disposal site is SCA Chemical Services. One manifest for hazardous waste liquid (decontamination wastewater) was also dated Mar 85 and the disposal site was SCA. Additional manifests for non-hazardous scrap iron & debris dated Apr and May 85 also show SCA as the disposal site. Although copies of these MSDSs have not been attached to this response, the Respondent will provide them upon request.

5t- v. Respondent did not find any documents responsive to this request. See the response to 4a. - 4d. above.

#### Section 6 – Respondent's Environmental Reporting

Respondent objects to this request as overly broad and unduly burdensome and beyond Respondent's statutory responsibility to respond. Without waiving its objection, Respondent states the only applicable period for which Respondent is providing information requested in this section is the time periods during which the Respondent operated the KSD site. Federal or State offices, filings or regulations under which the Respondent has reported information related to other operating sites or operations is not applicable to this Information Request and is outside EPA's scope of authority related to this Information Request. Without waiving these objections, the Respondent is providing the following information.

- 6a. As indicated on an undated document found in the files, the EPA ID for the KSD site was NHD990717647.
- 6b-c. Respondent did not find any documents responsive to this request. To Respondent's knowledge, it has no information regarding correspondence with or reporting to any federal offices during Respondent's operations at the site between 1973 and 1976. However, based on the nature of the operations, it is possible communications were made to federal offices.

6d-e. To Respondent's knowledge, it has no information regarding correspondence with or reporting to any state offices during Respondent's operations at the site between 1973 and 1976. However, based on the nature of the operations, it is likely communications may have been made to departments within the state of New Hampshire or local governments regarding waste disposal permits.

A Chronological Project Summary memo produced by a consultant for the Respondent and dated February 23, 1983 refers to various internal memos and site visits from New Hampshire State offices. These are: State Water Pollution, the Water Supply and Pollution Cont. Commission and the Department of Health & Welfare. This summary memo also refers to a letter from the State of NH dated April 1, 1976 referencing State Order No .2129 which required the site to cease violations of contaminated runoff and take actions prevent future occurrences. None of the actual memos or site inspection reports was found in Respondent's files.

6f – g. See the responses to 6. b-e above.

#### Section 7 – Information Concerning Respondent's Association with the Whitney Barrel

7a. – i. Respondent does not have any information responsive to this request. Numerous historic files related to the KSD site as well as the Great Lakes Container Corporation division were reviewed to prepare this response to EPA's Information Request. No references to Whitney Barrel were found in any of the documents reviewed. No contracts, invoices, purchase orders, or other similar records were found that referenced Whitney Barrel in any manner. To Respondent's knowledge, based on the record review completed, there was no relationship of any kind between the KSD site and Whitney Barrell or between GLCC and Whitney Barrell.

#### Section 8 – Information About Others

8a-c. Respondent is not aware of any other information concerning the operation of the Site, materials sent to the Site, or other persons that may have additional information related to the Site.

#### Section 9 – Compliance With This Request

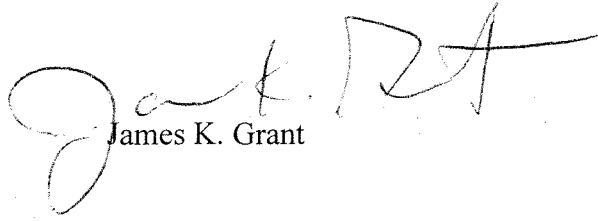
9a. Respondent states that its review of records has been limited to those now in its possession and control. Respondent has in its possession at the address listed above legal files and documents primarily related to pleadings/correspondence for U.S. v. Ottati & Goss, as well as corporate documents maintained in the ordinary course of business relating to the former GLCC division of IMC.

As stated previously, Respondent has responded to this request by review of documents maintained in historic files. There are no current employees of Respondent who have any direct knowledge about the KSD site or the former GLCC division of IMC. Respondent has made a diligent review of these records and believes the foregoing is complete, true and correct.



Respondent reserves the right to supplement this Information Request if further responsive information is identified.

Sincerely,

A handwritten signature in black ink, appearing to read "J. K. Grant", with a large, stylized "A" or "R" flourish extending to the right.

James K. Grant

# **EXHIBIT A**

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale ("Agreement") dated August 4, 1976, by and between THE 3016 CORPORATION ("Buyer"), a Michigan corporation, and INTERNATIONAL MINERALS & CHEMICAL CORPORATION, ("IMC"), a New York corporation:

WITNESSETH:

WHEREAS, Great Lakes Container Division is a segment of the business of IMC and is wholly owned by IMC; and

WHEREAS, IMC desires to sell and Buyer desires to purchase the assets of Great Lakes Container Division as hereinafter described.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereto agree as follows:

ARTICLE I

DESCRIPTION OF TRANSACTION

1.1 PURCHASE AND SALE OF ASSETS OF GREAT LAKES CONTAINER DIVISION

At the closing (as herein defined), but effective as of the close of business on May 31, 1976 (the "Effective Date"), IMC will sell and deliver to Buyer, and Buyer will purchase from IMC all of the assets, as the same shall exist on the Closing Date, of Great Lakes Container Division, of every type and description, real, personal, and mixed, tangible and intangible, including without limitation, except as hereinafter provided in this Section 1.1:

- (a) The real property described in Exhibit A to this Agreement;
- (b) The leasehold interests in real property, trucks, computer and other property described in Exhibit B to this Agreement;
- (c) The buildings, plants, fixtures, machinery, production equipment, office equipment, furniture, vehicles and all other tangible personal property, improvements and fixtures;
- (d) The inventories, relating to the Assets on hand at, or in transit to or from, all of the facilities described in Exhibits A and B of this Agreement or other locations on the Closing Date consisting of raw materials, work in process, finished products, packaging and shipping supplies, repair parts and operating supplies, but excluding containers which are in the possession of the Division for servicing and which belong to IMC's customers;
- (e) The contract rights of IMC under all contracts described in Exhibit C to this Agreement, and all other contracts pertaining to the Great Lakes Container Division;
- (f) The accounts receivable of Great Lakes Container Division;
- (g) Books and records, telephone numbers, rights and claims under insurance policies, customer lists, the registered trademark of Great Lakes Container Division, tradenames; and
- (h) Prepaid assets to the extent the benefit thereof can be transferred to Buyer;

but not including those specific assets of Great Lakes Container Division listed in Exhibit D to this Agreement (said assets to be purchased by Buyer being hereinafter referred to as the "Assets").

## 1.2 CONSIDERATION FOR PURCHASE

The purchase price to be paid to IMC by Buyer for the Assets shall be Eight Million Four Hundred Six Thousand Eight Hundred Seventy-Four and 00/100 (\$8,406,874.00) Dollars (the "Purchase Price").

IMC and Buyer agree that the allocation of the Purchase Price shall be as set forth in Exhibit E to this Agreement.

## 1.3 CLOSING BALANCE SHEET

IMC has furnished to Buyer, a combined balance sheet of Great Lakes Container Division as at the close of business on May 31, 1976, prepared in accordance with generally accepted accounting principles, such balance sheet being attached hereto as Exhibit F. Such combined balance sheet (herein referred to as the "Closing Balance Sheet") has been certified by Arthur Young & Company, Certified Public Accountants (herein referred to as the "IMC Auditors") as to conformity with generally accepted accounting principles and contains such qualifications as the IMC Auditors have deemed necessary in the circumstances.

## 1.4 PAYMENTS AT CLOSING

In consideration of the sale and delivery to Buyer of the Assets:

(a) Buyer shall pay to IMC at the Closing, by certified or bank cashier's check, the Purchase Price less:

(i) liabilities assumed in the amount of \$850,234.00; and

(ii) \$2,986,000.00

(b) Buyer shall deliver to IMC its \$1,486,000 promissory note in the form provided in Exhibit G to this Agreement and its \$1,500,000 promissory note in the form provided in Exhibit H to this Agreement (said notes being referred to herein as the "Notes"), which said Notes will be secured by mortgages and security agreements in the forms provided in Exhibit I to this Agreement; and

(c) In addition to the sums set out in (a) and (b) above, Buyer shall pay to IMC at the Closing, interest on the Purchase Price (less \$1,500,000 and less the amount of the credit to be taken by Buyer for liabilities it is assuming as of the Effective Date) at the rate of ten percent (10%) per annum for the period from June 1, 1976 to the Closing Date, and interest on \$1,500,000 at the rate of eight percent (8%) per annum for the period from June 1, 1976 to the Closing Date.

## 1.5 ASSUMPTION OF LIABILITIES

Buyer will assume and agrees to pay, perform and discharge all liabilities of Great Lakes Container Division to the extent reserved for in the Closing Balance Sheet, including, without limitation:

(a) Current liabilities of Great Lakes Container Division;

(b) Mortgage obligations under those mortgages described in Exhibit J;

but excluding those specific liabilities of Great Lakes Container Division listed in Exhibit K to this Agreement. In addition thereto Buyer shall assume the following:

(a) Obligations of IMC arising under all contracts, agreements and leases referred to in Section 1.1 (b) and (c) of this Agreement which under the terms of such contracts, agreements and leases were not required to be performed prior to the Closing Date and which do not relate to events occurring prior to the Closing Date;

(b) Obligations of Great Lakes Container Division incurred in the ordinary course of business but not yet reflected on its books;

(c) Collective bargaining Agreements pertaining to Great Lakes Container Division employees;

(d) Raw materials purchase contracts;

(e) Product and service sales contracts;

(f) Energy supply and utility contracts;

(g) Undisclosed claims arising out of operations of Great Lakes Container Division known to Irving A. Rubin; and

(h) Obligations of Great Lakes Container Division for shortages of containers delivered for servicing.

## ARTICLE II

### CLOSING

#### 2.1 TIME AND PLACE

The closing (hereinafter called the "Closing") shall be August 25, 1976 or such later date (not later than Sept. 15, 1976) as may mutually be agreed between the parties in writing (herein called the "Closing Date"), provided, however, that the Closing Date may be further extended, but not later than Sept. 20, 1976 if while intending to complete the contemplated financing of approximately \$4,500,000 of the Purchase Price, the party or parties financing Buyer's acquisition require additional time in which to make the necessary funds available.

The Closing will be held at 10 o'clock a.m., Detroit Time, on the Closing Date at the office of Jaffe, Snider, Raitt, Garratt & Heuer, Professional Corporation, 1600 First National Building, Detroit, Michigan, or at such other place as may mutually be agreed between the parties in writing.

#### 2.2 EFFECTIVE DATE OF TRANSFER

While the actual transfer of the Assets is to be made at the time of the Closing, such transfer is to be made for accounting purposes as of close of business on May 31, 1976 (the "Effective Date"). It is understood and agreed that in the event the transactions herein contemplated are consummated, such transfer shall be effective as of the close of business on May 31, 1976 and all operations conducted by IMC between the close of business on May 31, 1976 and the Closing shall be deemed to have been conducted for the account of Buyer, and Buyer shall be entitled to all profits and shall bear all losses resulting from such operations as well as to all properties and assets acquired for or on behalf of Great Lakes Container Division during such period. A separate post-closing accounting of operations between the Effective Date and the Closing shall be prepared in such manner and at such time as shall be determined by IMC and Buyer.

#### 2.3 TRANSACTIONS AT CLOSING

At the Closing, Buyer shall deliver to IMC the consideration provided by Section 1.4 of this Agreement, and IMC shall deliver to Buyer all necessary and appropriate conveyances and documents to transfer all of its interest and title in and to the property and Assets to be transferred.

## ARTICLE III

### REPRESENTATIONS AND WARRANTIES OF IMC

IMC represents and warrants that:

#### 3.1 ORGANIZATION AND GOOD STANDING

IMC is a corporation duly organized and existing and in good standing under the laws of the State of New York and is qualified to do business and is in good standing as a foreign corporation in Michigan, Rhode Island, New Hampshire, Missouri, Kansas and Oklahoma. There are no dissolution, liquidation or bankruptcy proceedings pending, contemplated by or, to the knowledge of IMC, threatened against IMC.

#### 3.2 CORPORATE POWER AND AUTHORITY

IMC has the corporate power to:

(a) Own or lease the assets being sold to Buyer and to conduct the business of Great Lakes Container Division in Michigan, Rhode Island, New Hampshire, Missouri, Kansas and Oklahoma; and

(b) Enter into and carry out the terms of this Agreement. All corporate proceedings have been taken and all corporate authority has been secured which are necessary to authorize the execution, delivery and performance of this Agreement. When executed and delivered, this Agreement will constitute a valid and binding obligation of IMC enforceable in accordance with its terms and conditions, except as such enforcement may be limited by bankruptcy or other laws of general application affecting creditors' rights.

#### 3.3 TITLES TO ASSETS TRANSFERRED

(a) IMC has delivered to Buyer Exhibits A and B which constitute descriptions of all real estate and leasehold interests in real property of Great Lakes Container Division. Exhibits A and B also include a true and correct legal description of all real property and leasehold interests therein listed, and summarizes all liens, encumbrances, easements, reservations, restrictions, licenses, claims, defaults, defects and other matters affecting IMC's title or interest in any and all of the real estate and leasehold interests listed therein.

(b) IMC will execute, acknowledge and deliver to Buyer on the Closing Date good and sufficient warranty deeds, bills of sale, with covenants of warranty, endorsements, assignments and other good and sufficient instruments of sale, conveyance, transfer, and assignment in form and substance reasonably satisfactory to Buyer's counsel in order to effectively vest in Buyer good, indefeasible and marketable title to the Assets, free and clear of all security interests, liens, encumbrances, mortgages, deeds of trust, pledges, equity charges, conditional sale interests or other title retention agreements, assessments, covenants, restrictions, reservations, encroachments, commitments, obligations, liabilities and other burdens of every nature, whether or not the same constitute a lien or render said title unmarketable, except those specifically provided for in this Agreement or the Exhibits to this Agreement and shall deliver to Buyer all the files, documents, papers, agreements, books of account and records pertaining to the business of Great Lakes Container Division (other than corporate seal, minute books and stock records) which Buyer shall keep available for inspection and use by IMC on reasonable notice if same are required for income tax audit or other purposes.

### 3.4 LEGAL PROCEEDINGS

Except as listed in Exhibit L, there is no suit, action or legal, administrative, arbitration or other proceeding pending or, to the knowledge of IMC and not known to Irving A. Rubin, threatened against IMC relating to the Assets nor any condemnation proceedings pending or, to the knowledge of IMC and not known to Irving A. Rubin, any investigation of Great Lakes Container Division or of the Assets being conducted by any governmental authority or agency.

### 3.5 PERFORMANCE OF AGREEMENT

IMC is not now in default of, and the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by IMC will not result, to any extent which would affect Buyer's title to or operation of the Assets, in any breach or violation of, or default under, its Articles of Incorporation, By-Laws, or any mortgage, agreement or other instrument to which IMC is a party or by which it or any of its Assets are bound or any judgment, order, writ, injunction or decree applicable to IMC or, to the knowledge of IMC, any law, governmental rule or regulation or, to IMC's knowledge, require the consent or approval of, any federal, state, municipal or other governmental authority, provided that no representation is made with respect to the application of anti-trust laws or other laws or regulations dealing with competition or restraints of trade.

### 3.6 COLLECTIVE BARGAINING

IMC has delivered to Buyer Exhibit M, which exhibit constitutes a schedule of all collective bargaining agreements to which IMC is a party affecting or relating to the Assets. Except as disclosed in Exhibit M, to IMC's knowledge there are no material disputes presently subject to any grievance procedure, arbitration or litigation under those contracts or any material default under any such agreements, or any event which by passage of time will become a material default, by IMC or any other party thereto. To IMC's knowledge, there are no strikes, lockouts, work stoppages, slowdowns, jurisdictional disputes or organized activity occurring or threatened with respect to Great Lakes Container Division.

### 3.7 LIMITATION ON REPRESENTATIONS AND WARRANTIES

Notwithstanding anything in this Agreement to the contrary, it is understood and agreed that IMC is not representing or warranting, or in any other manner guarantying, the collectibility of any of the accounts receivable sold to Buyer by IMC pursuant to this Agreement and that IMC is not representing or warranting the physical condition or quality of any of the machinery, equipment, vehicles or inventory which is being sold to Buyer by IMC pursuant to this Agreement.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES BY BUYER

Buyer represents and warrants that:

#### 4.1 ORGANIZATION

Buyer is a corporation duly organized, validly existing and in good standing under the laws of Michigan, and Buyer has the corporate power to own its properties and to carry out its business.

#### 4.2 CORPORATE AUTHORITY; NO CONFLICT

When approved by the Board of Directors of Buyer, the execution, delivery and performance of this Agreement by Buyer, and the consummation of trans-

actions contemplated hereunder, including the execution, delivery and performance by Buyer of the Notes and mortgages referred to in Section 1.4(b) of this Agreement, will not violate or result in any breach or violation of or default under, any of the provisions of the Certificate of Incorporation or By-Laws of Buyer or the provisions of any indenture, mortgage agreement or other instrument to which Buyer is a party or by which any of Buyer's assets are bound or any judgment, order, writ, injunction or decree applicable to Buyer or, to the knowledge of Buyer, any law, governmental rule or regulation, or to the knowledge of Buyer, require the consent or approval of, any federal, state, municipal or other governmental authority.

#### 4.3 MISSTATEMENT OR OMISSION

No representation or warranty of Buyer in this Agreement or in any document, statement, certificate, schedule or exhibit furnished or to be furnished IMC by Buyer pursuant to or in connection with this Agreement and the transactions contemplated hereby contains or will contain any untrue statement of a material fact.

### ARTICLE V

#### COVENANTS OF IMC

IMC covenants that from the date of this Agreement until the Closing Date:

##### 5.1 CONDUCT OF BUSINESS

IMC shall, until the Closing Date, conduct the ordinary business of Great Lakes Container Division in a reasonable manner and will not, without the prior written consent of Buyer, enter into any extraordinary transactions affecting the Assets, and will use its best efforts to preserve such business organization intact, to keep available the present employees of Great Lakes Container Division and to preserve its relationships with suppliers, customers and others having business relationships with Great Lakes Container Division. Other than sales in the ordinary course of its business, IMC will not transfer, encumber or assign its interest in any of the Assets without the prior written approval of Buyer.

##### 5.2 MAINTENANCE OF PROPERTY

IMC will use its best efforts to preserve and maintain the Assets being sold hereby in good operating condition and repair, subject only to ordinary wear and tear occurring in the ordinary course of business.

##### 5.3 INSURANCE

IMC has delivered to Buyer Exhibit N, a true and complete list of policies of fire, liability and other insurance in effect on the date hereof relating to the Assets. IMC will maintain such policies listed in Exhibit N in full force and effect up to and including the Closing Date and any and all of such insurance coverage shall enure to the benefit of Buyer with respect to any losses or claims arising as a result of events occurring during the period from the Effective Date to the Closing Date.

##### 5.4 INCREASES IN COMPENSATION

IMC will not, without the prior written consent of Buyer, grant any increases in rates of pay to salaried employees of Great Lakes Container Division receiving an aggregate remuneration of more than \$20,000 per annum or to hourly employees of Great Lakes Container Division or make any increase in other benefits to which such employees may be entitled, except increases required by existing collective bargaining contracts.



## 5.5 NEW CONTRACTS

IMC will not enter into any new contracts in respect of Great Lakes Container Division involving an amount exceeding \$100,000 or involving performance over a period in excess of twelve (12) months without the prior written consent of Buyer.

## 5.6 MAKE INFORMATION AVAILABLE

IMC will make available for inspection by Buyer the originals and true copies of all deeds and documents of title, all contracts and agreements to which IMC is a party relating to Great Lakes Container Division, permit Buyer and Buyer's authorized representatives to have full access to all properties, records and documents and furnish to Buyer such financial and other information with respect to Great Lakes Container Division as Buyer may from time to time reasonably request; provided, however, that any furnishing of such information to Buyer or any making by Buyer of such investigation shall not affect the right of Buyer to rely upon the representations and warranties of IMC in this Agreement; except that should Buyer, in the course of these investigations, acquire actual and specific knowledge of any facts inconsistent with the representations and warranties of IMC hereunder, then Buyer shall have the duty to promptly notify IMC of such facts so that IMC shall have the opportunity to cure any claimed breach of warranties or representations resulting therefrom prior to the Closing Date.

## 5.7 WAIVER OF LIENS

IMC covenants and agrees to waive any and all sellers' and other liens of any kind whatsoever which it might have with respect to or against any and all property being sold hereby, excepting only such mortgages as are provided for by Section 1.4(b) of this Agreement.

## 5.8 EMPLOYEE BENEFITS

With respect to employees of IMC whose principal duties relate to Great Lakes Container Division and who enter the employ of Buyer immediately following the Closing on Closing Date:

(a) Pension benefits which shall have accrued up to Closing Date under IMC's Salaried Employees Retirement Plan and under IMC's Hourly Employees Retirement Plan shall be fully vested, and IMC will purchase single-premium annuities for the value of such pension benefits; or provide the employees with certificates of equal worth for the value of such pension benefits.

(b) Under the retirement plan proposed to be established respecting hourly employees of Great Lakes Container Division at the Pontiac, Michigan plant, who are members of Sheet Metal Workers International Association, Local Union Number 566, at such time as the said plan is established and a trustee qualified thereunder, IMC agrees to pay to the said trustee a sum equal to ten cents (10¢) per hour for each hour worked by each such employee of IMC from May 1, 1976 to the Closing Date;

(c) Each such employee who is a participant in IMC's Employee Investment Plan shall be fully vested as of the Closing Date and paid directly the amount of his account in the Plan;

(d) IMC shall pay directly to each salaried employee and non-union hourly employee vacation pay accrued with respect to such employee as of the Effective Date; and

(e) IMC agrees to pay any severance pay due under IMC's severance policy to any present salaried employee of Great Lakes Container Division terminated by Buyer within 180 days after the Closing Date for any reason other than cause.

## ARTICLE VI

### COVENANTS OF BUYER

#### 1.1 AFFIRMATIVE COVENANTS OF BUYER

So long as the Notes shall remain unpaid, Buyer shall, unless IMC shall otherwise consent in writing:

(a) Payment of taxes, etc: Pay and discharge all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or upon any of the Assets, prior to the date on which penalties attach thereto, and all lawful claims which, if unpaid, might become a lien or charge upon any of the Assets, provided that Buyer shall not be required to pay any such tax, assessment, charge, levy or claim which is being contested in good faith and by proper proceedings;

(b) Maintenance of Insurance: Maintain insurance with responsible and reputable insurance companies or associations covering all risks in form and amount reasonably satisfactory to IMC;

(c) Compliance with laws, etc: Comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, (noncompliance of which would materially adversely affect Buyer's business or credit) in the general manner customarily followed by the Great Lakes Container Division prior to the Closing Date, provided, that Buyer shall not be required to so comply if it is contesting same in good faith and by proper proceedings;

(d) Maintenance of Assets: Maintain and preserve all of the Assets in similar working order and condition, ordinary wear and tear excepted as is customarily followed by the Great Lakes Container Division prior to the Closing Date;

(e) Provide IMC with audited financial statements pertaining to the container business within ninety (90) days of the closing of Buyer's fiscal year; and

(f) In the event of the sale, assignment or disposition prohibited by Section 6.2(b) of any of the Assets, the proceeds of such sale, assignment or disposition shall be applied pro rata by Buyer to repayment of the indebtedness incurred by Buyer to finance the Purchase Price and to repayment of the Notes referred to in Section 1.4(b).

(g) All employees of IMC (other than employees who are receiving disability or sick benefits) whose principal duties relate to Great Lakes Container Division shall become employees of Buyer on the Closing Date.

(h) Purchaser agrees that as soon after the Closing Date as possible it will have prepared and adopted a Pension Plan covering the employees at the Pontiac, Michigan location represented by "Sheet Metal Workers International Association, Local Union No. 366" which pension plan will provide for a contribution for each covered employee of \$.10 per hour.

#### 6.2 NEGATIVE COVENANTS OF BUYER

So long as the Notes shall remain unpaid, Buyer will not, without the prior written consent of IMC:

(a) Liens, etc: Create, incur, assume or suffer to exist any mortgage, deed or trust, pledge, lien, security interest, or other charge or encumbrance of any nature, upon or with respect to any of the Assets except that the foregoing restrictions shall not apply to mortgages, deeds of trust, pledges, liens, leases, security interests or other charges or encumbrances:

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(i) For taxes, assessments or governmental charges or levies on the assets if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith and by appropriate proceedings;

(ii) Existing on the date hereof or the Closing Date; or

(iii) Arising in connection with the indebtedness to be incurred by Buyer as described in Exhibit O hereto, or for subsequent refinancing of said indebtedness, provided that the sum so refinanced does not exceed the permitted indebtedness, as provided in the Notes, Exhibits G and H to this Agreement.

(b) Sale, etc., of the Assets: Sell, assign, lease or otherwise dispose of any of the Assets, without the prior written consent of IMC, except in the ordinary course of business or as a result of (1) the direct or indirect condemnation (or settlement of threatened or actual condemnation proceedings) of that portion of the Assets used in St. Louis, Missouri; or (2) the consolidation of the present operations carried on in the State of Michigan into fewer locations;

(c) Pay any dividends of any kind in cash or in kind, or make any capital redemption of any kind, with respect to the Assets and the business described herein.

## ARTICLE VII

### CONDITION OF BUYER'S OBLIGATIONS

The obligations of Buyer to purchase the Assets are expressly conditioned on the satisfaction of the following conditions:

#### REPRESENTATIONS AND WARRANTIES TRUE AND CORRECT ON CLOSING DATE

Except as to changes contemplated under or except as specifically provided by this Agreement, all representations and warranties of IMC contained in this Agreement, shall be true and correct in all material respects on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date; provided, however, that misrepresentations or breaches of warranty which do not result in any financial cost or expense to Buyer or not deprive Buyer of the use and benefit of any portion of the Assets shall not be deemed to be material for purposes of this section.

#### 2 COMPLIANCE WITH COVENANTS

IMC shall have fully complied with all covenants stated in Article V hereof which by their terms are performable on or prior to the Closing Date, and shall have performed all acts required by this Agreement to be performed by IMC on or prior to the Closing Date and IMC shall have delivered Buyer its certificate, dated as of the Closing Date and signed by IMC, the effect stated in Sections 7.1 and 7.2.

#### 3 REQUIRED CONSENTS AND ASSIGNMENTS

Written consents in form and content satisfactory to counsel for Buyer shall have been obtained to the assignment of all leases, claims, contracts, and licenses. With respect to any other contracts, leases, claims, licenses, permits and rights as to which Buyer reasonably requests written consent assignment within three months after Closing, IMC will secure such consents in form and content satisfactory to counsel for Buyer with respect to the specific agreements and within the specific time periods noted in Exhibits B and C to this Agreement.

#### 4 OPINION OF IMC'S COUNSEL

Buyer shall have received from counsel for IMC an opinion in form and substance satisfactory to Buyer and dated the Closing Date, to the effect at:

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(a) IMC is a corporation duly organized and existing and in good standing under the laws of the State of New York and is qualified to do business and is in good standing as a foreign corporation under the laws of Michigan, Rhode Island, New Hampshire, Missouri, Kansas and Oklahoma;

(b) IMC has full corporate power and authority to enter into and carry out the terms of this Agreement and to convey, assign, transfer and deliver the Assets as herein provided;

(c) All corporate and other proceedings required to be taken by or on the part of IMC to authorize it to carry out this Agreement and to convey, assign, transfer and deliver the Assets as herein provided have been duly and properly taken;

(d) The instruments of transfer and conveyance tendered to Buyer are sufficient to vest in Buyer such title or interest to all of the Assets being transferred as was vested in IMC immediately prior to the delivery thereof;

(e) This Agreement has been duly authorized, executed and delivered and assuming its due authorization, execution and delivery by Buyer, constitutes a valid and binding obligation of IMC enforceable in accordance with its terms except as such enforcement may be limited by bankruptcy or other laws of general application affecting creditors' rights;

(f) Neither the execution nor delivery of the Agreement nor the consummation by IMC of the transactions herein contemplated nor the fulfillment by IMC of the terms, conditions or provisions hereof conflicts with, or results in a material breach of or constitutes a default under any of the terms, conditions or provisions of:

(i) The Articles of Incorporation or By-Laws of IMC, or

(ii) To the knowledge of such counsel, of any mortgage, agreement, instrument or court decree to which IMC is a party;

(g) Nothing has come to counsel's attention which would indicate, and counsel has not been advised that the exhibits and schedules to the Agreement or the representations, warranties and covenants of IMC contained herein, as of the Closing Date contain any untrue statement of a material fact; provided, however, that counsel need make no investigation and may so qualify its opinion and need not render any opinion with respect to financial statements, notes to financial statements or other financial data contained thereon. In rendering its opinion, counsel for IMC may rely upon a certificate of an officer of IMC as to agreements to which IMC is a party and as to other factual matters and upon opinions of other counsel satisfactory to Buyer and as to Section 7.4(g) hereof, counsel for IMC need not render any opinion with respect to laws or regulations, decrees, judgments or orders relating to environmental pollution, occupational safety and health or with respect to the application of anti-trust laws or other laws or regulations dealing with competition or restraint of trade.

#### 7.5 DAMAGE OR DESTRUCTION OF PLANT OR PROPERTY

IMC shall not have suffered, at or prior to the Closing Date, material loss or damage to any plant or property to be sold hereby which, in the opinion of the Buyer, substantially impairs the operability or value thereof (provided, however, that Buyer may waive this condition and elect to accept the insurance proceeds in lieu of such plant or property), and shall not at the Closing Date be engaged in or threatened with any suit, action, legal, administrative, arbitration or other proceedings, the adverse outcome of which would materially and adversely affect the value of the Assets, whether or not covered by insurance.

7.6 DOCUMENTS AND ASSISTANCE PROVIDED

IMC shall have provided Buyer with such information and assistance and shall have provided Buyer with access to such information, documents and premises and properties as Buyer shall have reasonably requested.

7.7 CORPORATE RESOLUTION

IMC shall deliver to Buyer a certified copy of the resolution of its board of directors authorizing the execution of this Agreement and all transactions contemplated hereby, certified to as of the Closing Date by the Secretary or an Assistant Secretary of IMC.

7.8 UNION NOTICES AND SUCCESSION AGREEMENTS

IMC shall have delivered the notices and obtained the respective Succession Agreements, each as provided in Exhibit M to this Agreement.

ARTICLE VIII

CONDITIONS OF IMC'S OBLIGATIONS

The obligations of IMC under this Agreement are subject to the satisfaction of the following conditions:

8.1 REPRESENTATIONS AND WARRANTIES TRUE AND CORRECT ON CLOSING DATE

All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, except as to changes contemplated under or except as specifically provided for herein; provided, however, that misrepresentations or breaches of warranties which do not result in any financial cost or expense to IMC shall not be deemed to be material for purposes of this section.

8.2 CERTIFICATE OF BUYER

Buyer shall have delivered to IMC its certificate, dated as of the Closing Date and signed by Buyer, to the effect stated in Section 8.1.

8.3 OPINION OF BUYER'S COUNSEL

IMC shall have received from Jaffe, Snider, Raitt, Garratt & Heuer, Professional Corporation an opinion dated the Closing Date to the effect that:

(a) Buyer is a corporation duly organized and validly existing in good standing under the laws of the State of Michigan and has the power under its Certificate of Incorporation and By-Laws and such laws to own its properties and to carry on its business as now being conducted; and

(b) This Agreement has been duly authorized and executed by Buyer and is a valid and binding obligation on Buyer in accordance with its terms, except as such enforcement may be limited by bankruptcy or other loss of general application affecting creditors' rights, and consummation of the transactions contemplated hereby does not conflict with and will not result in a breach of or the creation of a lien under the Certificate of Incorporation or By-Laws of Buyer or of any indenture, agreement or other instrument known to such counsel to which Buyer is a party or by which it is bound.

8.4 COMPLIANCE WITH COVENANTS

Buyer shall have fully complied with all covenants and shall have performed all acts required by this Agreement to be performed by Buyer which are by the terms of this Agreement performable on or prior to the

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Closing Date.

8.5 CORPORATE RESOLUTION

Buyer shall deliver to IMC a certified copy of the resolution of its board of directors authorizing the execution of this Agreement and all transactions contemplated hereby, certified to as of the Closing Date by the Secretary or an Assistant Secretary of Buyer.

ARTICLE IX

FURTHER ASSURANCES

At any time and from time to time after the Closing Date, upon the request of the Buyer, IMC will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all such further facts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required for the better assigning, transferring, granting, conveying, assuring and confirming to Buyer and its assigns, or for aiding and assisting in collecting and reducing to possession, the Assets.

ARTICLE X

TERMINATION OF THIS AGREEMENT

10.1 AUTOMATIC TERMINATION

This Agreement shall be terminated if the Closing has not taken place within the time period set forth in Section 2.1.

10.2 TERMINATION BY IMC OR BUYER

Either IMC or Buyer may, at its option, terminate this Agreement at any time prior to the Closing, in the event that the United States Department of Justice, the United States Federal Trade Commission or other governmental bodies, or any third parties takes any action with respect to the transactions contemplated hereby raising the reasonable possibility, in the opinion of counsel for either IMC or Buyer, that it will commence an action or proceeding to prevent the consummation of this Agreement or to require Buyer to divest itself of any of the Assets being acquired hereby. Neither IMC nor Buyer, however, will exercise such option to terminate prior to the earlier of:

(a) 30 days from the date of such action, or

(b) The date upon which a lawsuit relating to the transaction is filed by the Federal Trade Commission, the Justice Department, or a third party.

IMC and Buyer shall consult forthwith in the event either becomes aware of any such action.

10.3 MUTUALLY ACCEPTABLE TERMINATION

Notwithstanding any other provision hereof, this Agreement may be terminated at any time prior to the Closing Date by mutual consent of IMC and Buyer.

10.4 EACH PARTY TO BEAR ITS OWN EXPENSES

In the event of any termination of this Agreement for any reason other than breach thereof by a party, each party shall bear all expenses incurred by it in connection with this Agreement, and neither party shall have any liability of any kind to the other party with respect to any matter arising out of this Agreement.

#### 10.5 CONSENT OF IMC

The consent of IMC, whenever required under this Agreement, shall not be unreasonably withheld.

### ARTICLE XI

#### MISCELLANEOUS

##### 11.1 NOTICE

Any notice or request required or provided by this Agreement shall be given in writing and be personally delivered, mailed by registered or certified mail or given by Telex confirmed by registered or certified mail, addressed to:

- If IMC: International Minerals & Chemical Corporation, IMC Plaza, Libertyville, Illinois 60048, Attention: John R. Taylor, Vice President, General Counsel and Secretary
- If Buyer: Irving A. Rubin, 10401 Lyndon, Detroit, Michigan 48238, with a copy to Jaffe, Snider, Raitt, Garratt & Hauer, Professional Corporation, 1800 First National Building, Detroit, Michigan 48226, Attention: Ira J. Jaffe

Such notice shall be deemed given upon receipt thereof at the address by the party above stated or at any other address specified by such party in writing.

##### 11.2 PARTIES IN INTEREST

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns but shall not be assignable by either party without the written consent of the other party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person other than the parties hereto any right, remedy or claim under or by reason of this Agreement.

##### 11.3 INTEGRATION

This Agreement is the entire Agreement between the parties hereto with respect to the subject matter hereof and shall supersede all prior understandings, agreements, contracts, or other documents.

##### 11.4 SURVIVAL OF OBLIGATIONS AND ADDITIONAL COVENANTS AND WARRANTIES

All representations, warranties and covenants made by Buyer in this Agreement or pursuant thereto shall survive the Closing.

##### 11.5 INTERPRETATION

This Agreement shall be construed in accordance with the laws of the State of Illinois. The titles of the articles and sections have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of this Agreement.

##### 11.6 BROKERAGE FEES

Neither party to this Agreement has employed a broker, finder, or agent nor has any of them otherwise incurred any brokerage fee, finder's fee, or commission with respect to the transactions contemplated by this Agreement, and neither party has otherwise dealt with anyone purporting to act in the capacity of a finder or a broker with respect thereto whereby

either party may be responsible for or obligated to pay such a fee or commission or any portion thereof.

#### 11.7 REMEDIES NOT EXCLUSIVE

No remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing. The election of any one or more remedies shall not constitute a waiver of right to pursue other available remedies.

#### 11.8 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### 11.9 WAIVER

No failure or delay by either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof except as may be otherwise specifically provided or contemplated by the terms of this Agreement. Nor shall the waiver of any right, power or privilege hereunder preclude any further exercise of the right, power or privilege or the exercise of any other right, power or privilege.

#### 11.10 INSURANCE PAYMENT

Buyer shall pay to IMC, on the Closing Date, for insurance coverage provided for the period between the Effective Date and the Closing Date an amount based upon the insurance charges during the eleven month period ended May 31, 1976.

#### 11.11 SALES TAXES, RECORDATION FEES AND DOCUMENTARY TAXES

IMC agrees to pay all sales, transaction, transfer or use taxes assessed in connection with the transfer of the Assets. Buyer agrees to pay all recording fees and documentary taxes relating to transfer of titles to the Assets.

#### 11.12 BULK TRANSFER LAWS

Buyer waives compliance by IMC with any applicable bulk sales laws and IMC agrees to indemnify Buyer with respect to any liability thereunder.

#### 11.13 TITLE INSURANCE

IMC shall deliver to Buyer, at IMC's cost, title insurance with respect to all real property interests being sold hereby.

#### 11.14 AUDIT OF BUYER'S BOOKS

So long as an independent audit of Buyer's books is performed, Buyer shall require such auditor to provide IMC with a certificate of compliance with the terms of payment of the promissory note delivered by Buyer. In the event Buyer does not have an independent audit, IMC shall have the right to audit, or to engage independent auditors to audit, Buyer's books during the ten-year term of such Note and in conjunction therewith to make reasonable inquiries with respect thereto of Buyer's employees.

#### 11.15 INDEMNIFICATION BY IMC

Subject to the limitations hereinafter provided, IMC shall indemnify and hold Buyer harmless against and will reimburse Buyer on demand for any payment made by Buyer for any damages or injury suffered by Buyer at any time after the Closing Date in respect of:



(a) Any and all liabilities and obligations of and claims against IMC not expressly assumed by Buyer pursuant to the provisions of Section 1.5 hereof;

(b) Any and all damages or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement on the part of IMC under this Agreement or resulting from any misrepresentation in or omission from any certificate, schedule, list, exhibit or other instrument to be furnished by IMC to Buyer under this Agreement;

(c) Any and all liabilities resulting from claims by third parties of breach of warranty with respect to products delivered by Great Lakes Container Division prior to the Closing Date;

(d) Any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including reasonable attorneys' fees, incident to any of the foregoing;

(e) Any claim for brokerage or other commission relative to this Agreement or to the transactions contemplated hereby arising out of any agreement or commitment made by IMC.

With respect to any claims asserted against Buyer by any third party as to which IMC has agreed to indemnify and hold Buyer harmless under Section 11.15, Buyer shall advise IMC of the commencement of any action with respect thereto and tender the defense of said action to IMC, for conduct thereof at IMC's expense. Should IMC decline to defend such action, Buyer may defend such action at the expense of IMC, including reasonable attorneys' fees.

Provided, however, that Buyer shall only be entitled to assert its right of indemnification under Section 11.15 with respect to losses, damages and expenses suffered by Buyer which in the aggregate exceed the sum of \$2,500 and to which Buyer gives IMC written notice within four (4) years of the Closing Date. In case any event shall occur which would entitle Buyer to a right of indemnification hereunder, no loss, damage or expense shall be deemed to have been sustained by Buyer to the extent of tax savings realized by Buyer as a result of the event giving rise to such right of indemnification, after taking into account any taxes payable by Buyer on any amount paid by IMC to Buyer in satisfaction of any claim.

#### 11.16 INDEMNIFICATION BY BUYER

Buyer shall indemnify and hold IMC harmless against and will reimburse IMC for any payment made by IMC for any damages or injuries suffered by IMC at any time after the Closing Date in respect of:

(a) Any and all liabilities and obligations of and claims against IMC expressly assumed by Buyer pursuant to Section 1.5 hereof;

(b) Any and all liabilities and claims arising under any contract, agreement or lease assigned to Buyer under Sections 1.1(b) and 1.1(g) and arising out of the activities of Buyer with respect thereto subsequent to the Closing Date;

(c) Any and all damage or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement on the part of the Buyer under this Agreement or resulting from any misrepresentation in or omission from any certificate furnished or to be furnished by Buyer to IMC under this Agreement;

(d) Any and all actions, suits, proceedings, demands, assessments,

judgments, costs and expenses, including reasonable attorneys' fees, incident to any of the foregoing;

(e) Any claim for brokerage or other commission relative to this Agreement or to the transactions contemplated hereby arising out of any agreement or commitment made by Buyer, including expenses of legally defending against any such claim;

(f) With respect to any claims asserted against IMC by any third party relating to:

(i) Any liabilities or obligations of IMC expressly assumed by Buyer hereunder or

(ii) Any claim arising out of the activities of Buyer or its conduct of the business or ownership of the Assets being transferred hereby subsequent to the Closing Date.

IMC shall advise Buyer of the commencement of any action with respect thereto and tender the defense of such action to Buyer for conduct thereof at Buyer's expense. Should Buyer decline to defend such action, IMC may defend such action at the expense of Buyer, including reasonable attorneys' fees.

Provided, however, that IMC shall only be entitled to assert its rights of indemnification under Section 11.15 with respect to losses, damages and expenses suffered by IMC which in the aggregate exceed the sum of \$2,500 and of which IMC gives Buyer written notice within four (4) years of the Closing Date. In case any event shall occur which would entitle IMC to a right of indemnification hereunder, no loss, damage or expense shall be deemed to have been sustained by IMC to the extent of tax savings realized by IMC as a result of the event giving rise to such right of indemnification, after taking into account any taxes payable by IMC on any amounts paid by Buyer to IMC in satisfaction of any claim.

#### 11.17 IMC SERVICES

IMC agrees to provide Buyer, without charge, consultation services of its departments and employees who have provided information, advice or planning to Great Lakes Container Division with respect to (a) state or federal (OSHA) safety requirements and (b) state or federal, air or water pollution requirements for a period of 24 months from and after the Closing Date. IMC further agrees to provide, without charge, computer services to Buyer with respect to the depreciation of asset programs now being used by the Great Lakes Container Division.

#### 11.18 BOOKS AND RECORDS

IMC and Buyer hereby acknowledge that each may now have, or may have in the future, books, schedules, agreements or other records with respect to the Great Lakes Container Division which may be important to the other for the tax, reporting or other purposes. Each of said parties shall make available to the other, upon reasonable request, access to all and any of such items and shall provide to the other (subject to the direct copying costs therefor) copies thereof.

11.19

INSURANCE SUBSEQUENT TO CLOSING

At the closing, IMC shall provide Buyer with a binder or binders drawn by an insurance company or companies acceptable to Buyer providing Buyer with insurance coverage, comparable to the coverage offered by the policies listed on Exhibit N, for a period of ninety (90) days from and after the closing date at an aggregate maximum cost of \$75,000. In those areas where IMC self-insures, IMC shall either cause a binder or binders to be written by an insurance company or companies acceptable to Buyer insuring the Buyer in such areas for the said ninety (90) day period and within the \$75,000 maximum cost, or IMC, at the closing, shall agree to indemnify and hold Buyer harmless from any liability it may incur as a result of an occurrence within any of said areas. At the end of the ninety (90) day period covered by the binder or binders heretofore referred to, IMC shall arrange for insurance contracts to be written by an insurance company or companies acceptable to Buyer providing insurance coverage comparable to insurance coverage offered by the policies listed in Exhibit N and insuring Buyer in areas where IMC has heretofore been self-insured, for a period of one year, at an aggregate fixed cost of \$400,000.

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EXERCISE OF OPTION TO PURCHASE PROPERTY IN ST. LOUIS MISSOURI

At the time of closing or within 120 days thereafter, Buyer shall exercise the option (the "Option") granted to the lessee under the lease (the "Lease") described in Item 12 of Exhibit B to purchase the real property covered by the Lease (the "Leased Premises"). The Option shall be exercised pursuant to the terms and conditions set forth in Article XVIII of the Lease as it has been from time to time amended.

At the time the Buyer exercises the Option, IMC shall advance to Buyer the sum of \$650,000 and Buyer shall, at that time, deliver to IMC its promissory note (the "Note") for the principal sum of \$650,000. The Note shall provide that no interest shall accrue thereon nor shall principal payments be due thereon for a period of five (5) years. If during said five year period Buyer receives a condemnation award as a result of the entire Leased Premises being condemned, or the Buyer receives proceeds from the purchase of the entire Leased Premises in lieu of condemnation, at the time Buyer receives such award or the proceeds from such a sale, Buyer shall deposit in escrow a certificate of deposit of a bank (acceptable to IMC) or United States Government paper, due on or before the expiration of said five year period, in the amount of \$650,000 to secure the repayment of the Note. All interest on said escrow shall be payable to Buyer. In the event that Buyer does not receive said award or proceeds in lieu thereof, the Note shall be extended at the end of said five year period for an additional term of five years; during which time twenty (20) equal quarterly payments of principal, plus interest thereon at the rate of 7% per annum, shall be required. The Note shall be secured by a first mortgage covering the Leased Premises.

IN WITNESS WHEREOF, International Minerals & Chemical Corporation and The 3016 Corporation, by their duly authorized officers, have caused this Agreement to be duly executed and delivered the 4th day of August, 1976.

ATTEST:

Larry H. Book  
Assistant Secretary

Ira J. Jaffe  
Ira J. Jaffe, as Secretary of  
The 3016 Corporation

INTERNATIONAL MINERALS & CHEMICAL  
CORPORATION

By

Seymour Vice President

THE 3016 CORPORATION

By

Irving A. Rubin President

Telephone Interviews  
on 8/10/87 and 3/22/88.

worked for Whitney Barrel Company (Whitney Barrel) in Woburn, Massachusetts, as a laborer from approximately 1970 to 1975.

Whitney Barrel collected used barrels for refurbishing from the following companies:

Usually, Whitney Barrel trucks were used by Whitney Barrel employees to pick up barrels to be reconditioned from other companies. Sometimes these other companies would deliver the barrels themselves, although \_\_\_\_\_ could not recall which companies would do so.

Occasionally, a "middleman" or intermediate barrel company would be involved in the transfer of barrels. Other barrel companies would trade containers with Whitney Barrel, depending on the needs of the different barrel companies. Some of the barrel companies involved were:

-- Kingston Steel, Plaistow, MA.

did not know which companies supplied these barrel companies with containers.

suggested we try to contact , although he did not know where can be located. Most of his other co-workers died at an early age, such as (phonetic). did not know of anyone else to contact.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
NEW ENGLAND  
1 CONGRESS STREET, SUITE 1100,  
BOSTON, MA. 02114-2023

DATE: December 15, 2003 (Memo to File)

FROM: Search & Cost Recovery Section

TO: File

SUBJ.: (Interview) SSID #  
(Wells G & H)

MEMORANDUM

ENFORCEMENT CONFIDENTIAL  
ATTORNEY/CLIENT PRIVILEGE

Person Interviewed:

On Monday, November 24, 2003, I traveled to Burlington, Massachusetts to meet with the above-named individual. Upon arrival, I was greeted at the door by a female that introduced herself as the wife of . I advised her as to whom I was and why I was there. She invited me in and led me to the dining area. was aware of the reason for my visit and felt very strongly that she and I should talk, which we did, before I began dialog with her husband.

entered the dining area shortly afterwards. I rose, presented my identification to him and in turn, he introduced himself to me . left the room and and I sat and then began to have conversation. advised me of his medical condition and what he has gone through so far but felt that the worst was over and he was well on the road to recovery. I advised of my reason for being there and what I was looking to

REDACTED

0030-0249

accomplish by my visit with him. He was very cooperative and straight forward.  
advised me of the following:

1.                worked at Whitney Barrel at 256 Salem Street, Woburn, MA from 1969 until 1976.
2. He performed many functions while there. He was a truck driver, a barrel painter, a barrel washer and he did any other job that needed to be done.
3. His main job was that of the Whitney Barrel Company truck operator. His duty was to pick up and deliver barrels for the company. The truck could carry as many as 150 barrels per load.
4. Whitney Barrel Company usually employed at least five employees but during the summer, extra help was hired.
5. Some of the other Whitney Barrel Company employees were:
6. The Whitney Barrel Company was in the business of collecting, cleaning, refurbishing, recycling and selling used barrels and sometimes two-, three- and ten-thousand gallon tanks. The business was located at 256 Salem Street, Woburn, MA.
7. Whitney Barrel Company picked up barrels for refurbishing and recycling from

All barrels picked up from the above locations were taken to  
Whitney Barrel Company and put through the refurbishing/recycling process.

8. Whitney Barrel Company also traded barrels with other companies, depending upon the needs of the different companies. Some of the barrel companies involved in the trading were:

and Kingston Steel of Plaistow, New  
Hampshire.

REDACTED

0030-0250

REDACTED

0030-0251



15. Drums with residues inside would come in, the covers went one way and the rings went another. The contents of the drums would be dumped in the hole in the floor. The hole was four to five feet in diameter and about five feet deep with a grate over it. The grate was "messed" up once and an employee fell into the hole. Could not remember the name of the employee. It was said that the drain ran out to the sewer but "stuff" still leached out to the Aberjona River.

REDACTED

0030-0252

**Direct Dial: (314) 654-3165**

**Fax: (314) 654-3156**

**e-mail: kristine.wall@tycohealthcare.com**

September 29, 2005

**VIA FACSIMILE & U.S. MAIL**

Ms. Martha Bosworth, Enforcement Coordinator  
U.S. Environmental Protection Agency  
Office of Site Remediation and Restoration (HBS)  
One Congress Street, Suite 1100  
Boston, Massachusetts 02114-2023

ATTN: Wells G & H Case Team

Re: Supplemental Request for Information Pursuant to Section 104 of CERCLA in relation to the former Whitney Barrel Company at the Wells G & H Superfund Site in Woburn, Massachusetts, hereinafter referred to as the "Site".

Dear Ms. Bosworth:

This response is being made on behalf of Mallinckrodt Inc., a New York Corporation ("Mallinckrodt" or "Respondent") to the supplemental request for information made by Bruce Marshall of the U.S. Environmental Protection Agency ("EPA"). EPA issued the supplemental request to Mallinckrodt on August 16, 2005 pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") and Mallinckrodt received this request on August 22, 2005. As previously stated in the initial response of March 31, 2004, Mallinckrodt is successor-in-interest to International Minerals & Chemical Corporation ("IMC") which acquired Kingston Steel Drum (KSD) through the acquisition of Great Lakes Container Corporation. Mallinckrodt's response in connection with KSD is limited to the time periods from May 4, 1973 until May 31, 1976 when it was owned and operated by Mallinckrodt's predecessor. Respondent does not maintain any records related to the KSD site or the former Great Lakes Container Corporation Division in its ordinary course of business. There are no current employees of Respondent who have any direct knowledge about the KSD site or the former Great Lakes Container Corporation division of IMC.

#### Information Concerning the Sale of the Great Lakes Container Division

1. A review of the previously provided Agreement of Purchase and Sale does not provide for any environmental liabilities which were specifically retained or assumed by either party in connection with the sale of the Great Lakes Container Division of IMC.
2. No current relationship exists between Respondent and The Great Lakes Container Corporation, owned and operated by Irving A. Rubin.
3. As stated above, Respondent did not have a business relationship with Great Lakes Container, owned and operated by Irving A. Rubin, after the sale in 1976 and has no knowledge about the operations at the KSD facility after that date. The previously provided documents in response to the initial request for information of March 31, 2004 marked as exhibit(s) D, E & F were obtained in connection with the various lawsuits related to the remediation of the former Great Lakes Container Corporation Division of IMC.

#### Information Concerning Respondent's Association with Whitney Barrel

- 1a-i. As previously stated in the response to the initial request for information, Respondent states that it does not have any records or information which reflects that any sites owned or operated by Respondent between May 4, 1973 and May 31, 1976 ever did business with Whitney Barrel. Furthermore, numerous historical files related to the KSD site as well as the Great Lakes Container Corporation division were reviewed to prepare the March 31, 2004 response to EPA's initial Information Request. No contracts, invoices, purchase orders, or other similar records were found that referenced Whitney Barrel during the timeframe that Respondent owned or operated the KSD site. To Respondent's knowledge, based on the record review completed, there was no relationship of any kind between the KSD site and Whitney Barrel or between Great Lakes Container Corporation and Whitney Barrel from May 4, 1973 and May 31, 1976.
2. See response to 1a-i above.

#### Information Concerning Respondent's Association with any other Drum Reconditioning and/or Recycling Companies

1. Respondent did not find any documents responsive to this request. To Respondent's knowledge, it has no information in its possession with regard to sending, receiving, or trading containers with any other drum reconditioning/recycling company during Respondent's operations at the

site between 1973 and 1976. Specifically, Respondent has no knowledge of sending, receiving or trading containers with Edward C. Whitney & Son, Inc., (a/k/a E.C. Whitney), Kingsland Drum Company, Roche Brothers Barrel & Drum Co., Roy Brothers, Inc., Ryan Barrel Company or Woburn Barrel during Respondent's operations at the site between 1973 and 1976.

2a-h. See response to 1 above.

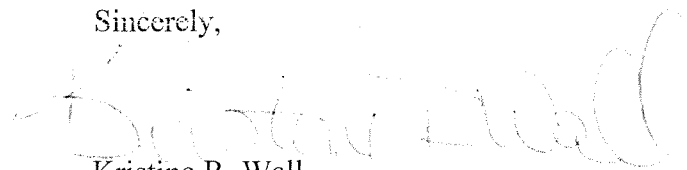
Compliance with this Request

- 1a-i. Respondent states that its review of records has been limited to those now in its possession and control. Respondent has in its possession at the address listed above legal files and documents primarily related to the pleadings/correspondence for U.S. v. Ottati & Goss, as well as corporate documents maintained in the ordinary course of business relating to the former Great Lakes Container Corporation division of IMC.

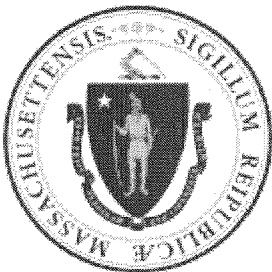
As stated previously, Respondent has responded to this request by review of documents maintained in historical files. Any information Respondent has was obtained through various lawsuits in connection with the former Great Lakes Container Corporation Division of IMC and was maintained for reasons related to litigation matters. Respondent does not maintain any records related to the operations of the KSD site or the former Great Lakes Container Corporation Division in its ordinary course of business. There are no current employees of Respondent who have any direct knowledge about the KSD site or the former Great Lakes Container Corporation division of IMC. Respondent has made a diligent review of these records and believes the foregoing is complete, true and correct to the best of its knowledge.

Respondent reserves the right to supplement this Information Request if further responsive information is identified.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kristine R. Wall", is written over a faint, larger cursive signature that is partially obscured.

Kristine R. Wall  
Senior Paralegal



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Secretary of the Commonwealth, Corporations Division  
One Ashburton Place, 17th floor  
Boston, MA 02108-1512  
Telephone: (617) 727-9640

**GREAT LAKES CONTAINER CORPORATION Summary Screen**

Help with

[Request a Certificate](#)

The exact name of the Foreign Corporation: GREAT LAKES CONTAINER CORPORATION

Entity Type: Foreign Corporation

Identification Number: 480776746

Date of Registration in Massachusetts: 08/12/1973

Date of Involuntary Revocation: 11/14/1994

The is organized under the laws of: State: DE Country: USA on: 11/26/1952

Current Fiscal Month / Day: 06 / 30

Previous Fiscal Month / Day: \_\_\_\_\_

**The location of its principal office:**

No. and Street: 10401 LYNDON

City or Town: DETROIT

State: MI

Zip: 48238

Country: USA

**The location of its Massachusetts office, if any:**

No. and Street:

City or Town:

State:

Zip:

Country:

**Name and address of the Registered Agent:**

Name:

No. and Street:

City or Town:

State:

Zip:

Country:

**The officers and all of the directors of the corporation:**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Ex c
Prior to August 27, 2001, Records can be obtained on Microfilm			

business entity stock is publicly traded: ☐

The total number of shares and par value, if any, of each class of stock which the business entity is authorized to issue:

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	

No Stock Information available online. Prior to August 27, 2001, records can be obtained on microfilm.

☐ Consent      ☒ Manufacturer      ☐ Confidential Data      ☐ Does Not Require Annual Report  
☐ Partnership      ☒ Resident Agent      ☒ For Profit      ☐ Merger Allowed

**Note:** There is additional information located in the cardfile that is not available on the system.

Select a type of filing from below to view this business entity filings:

ALL FILINGS  
Amended Foreign Corporations Certificate  
Annual Report  
Annual Report - Professional  
Application for Reinstatement

View Filings

New Search

Comments



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Secretary of the Commonwealth, Corporations Division  
One Ashburton Place, 17th floor  
Boston, MA 02108-1512  
Telephone: (617) 727-9640

**MALLINCKRODT, INC. Summary Screen**

Help wit

[Request a Certificate](#)

The exact name of the Foreign Corporation: MALLINCKRODT, INC.

Entity Type: Foreign Corporation

Identification Number: 431386811

Date of Registration in Massachusetts: 12/21/1988

Date of Withdrawal: 12/15/1997

The is organized under the laws of: State: DE Country: USA on: 11/15/1985

Current Fiscal Month / Day: 06 / 30

Previous Fiscal Month / D

The location of its principal office:

No. and Street: 675 MCDONNELL BLVD.

City or Town: ST. LOUIS

State: MS

Zip: 63134

Country:

The location of its Massachusetts office, if any:

No. and Street:

City or Town:

State:

Zip:

Country:

Name and address of the Registered Agent:

Name: C T CORPORATION SYSTEM

No. and Street: 101 FEDERAL STREET

City or Town: BOSTON

State: MA

Zip: 02110

Country:

The officers and all of the directors of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Ex c
PRESIDENT	CARL R. HOLMAN	7733 FORSYTH BLVD.,ST. LOUIS, MO 63105 USA 7733 FORSYTH BLVD.,ST. LOUIS, MO 63105 USA	
TREASURER	MICHAEL A. ROCCA	7733 FORSYTHE BLVD., ST. LOUIS, MO 63105 USA	

7733 FORSYTHE BLVD., ST.  
LOUIS, MO 63105 USA

business entity stock is publicly traded: ☐

The total number of shares and par value, if any, of each class of stock which the business entity is authorized to issue:

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	

No Stock Information available online. Prior to August 27, 2001, records can be obtained on microfilm

☐ Consent      ☐ Manufacturer      ☐ Confidential Data      ☐ Does Not Require Annual Report  
☐ Partnership      ☐ Resident Agent      ☐ For Profit      ☐ Merger Allowed

Select a type of filing from below to view this business entity filings:

ALL FILINGS  
Amended Foreign Corporations Certificate  
Annual Report  
Annual Report - Professional  
Application for Reinstatement

View Filings

New Search

Comments



**DF**

431386811

**The Commonwealth of Massachusetts**

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

Filing Fee: \$125.00

Late Fee: \$25.00

FORM MUST BE TYPED

**Annual Report for Domestic  
and Foreign Corporations**

(General Laws Chapter 156D, Section 16.22; 950 CMR 113.57)

- (1) Exact name of the corporation: Mallinckrodt, Inc.
- (2) Jurisdiction of incorporation: Delaware
- (3) Street address of the corporation's registered office in the commonwealth:  
101 Federal Street, Boston, MA 02110  
(number, street, city or town, state, zip code)
- (4) Name of the registered agent at the registered office: CT Corporation System
- (5) Street address of the corporation's principal office:  
675 McDonnell Blvd. St. Louis, MO 63042  
(number, street, city or town, state, zip code)
- (6) Provide the names and addresses of the corporation's board of directors and its president, treasurer, secretary, and if different, its chief executive officer and chief financial officer.

	NAME	ADDRESS
President:	<u>Richard J. Meelia</u>	<u>675 McDonnell Blvd. St. Louis, MO 63042</u>
Treasurer:	<u>Martina Hund-Mejean</u>	<u>675 McDonnell Blvd. St. Louis, MO 63042</u>
Secretary:	<u>John H. Masterson</u>	<u>675 McDonnell Blvd. St. Louis, MO 63042</u>
Chief Executive Officer:		
Chief Financial Officer:		
Directors:	<u>John S. Jenkins, Jr.</u>	<u>675 McDonnell Blvd. St. Louis, MO 63042</u>
	<u>M. Brian Moroze</u>	<u>675 McDonnell Blvd. St. Louis, MO 63042</u>
	<u>Richard J. Meelia</u>	<u>675 McDonnell Blvd. St. Louis, MO 63042</u>

- (7) Briefly describe the business of the corporation:  
Healthcare

(8-9) Capital stock of each class and series:

CLASS OF STOCK	TOTAL AUTHORIZED BY ARTICLES OF ORGANIZATION OR AMENDMENTS Number of Shares	TOTAL ISSUED AND OUTSTANDING Number of Shares
COMMON	10,000	200
PREFERRED		

- (10) Check if the stock of the corporation is publicly traded. ☐

(11) Report is filed for fiscal year ending: September / 30 / 2005  
(month) (day) (year)

Signed by:

Amy McChes, POA

☐ Chairman of the board of directors ☐ President ☒ Other officer ☐ Court-appointed fiduciary  
on this 25th day of October, 2005

**D F**

# The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

Filing Fee: \$125.00

Late Fee: \$25.00

050010210

FORM MUST BE TYPED

## Annual Report for Domestic and Foreign Corporations

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 16.22; 950 CMR 113.57)

- (1) Exact name of the corporation: Mallinckrodt, Inc.
- (2) Jurisdiction of incorporation: Delaware
- (3) Street address of the corporation's registered office in the commonwealth:  
101 Federal Street, Boston, MA 02110  
(number, street, city or town, state, zip code)
- (4) Name of the registered agent at the registered office: CT Corporation System
- (5) Street address of the corporation's principal office:  
675 McDonnell Boulevard, St. Louis, MO 63042  
(number, street, city or town, state, zip code)
- (6) Provide the names and addresses of the corporation's board of directors and its president, treasurer, secretary, and if different, its chief executive officer and chief financial officer.

431479062

	NAME	ADDRESS
President:	Richard J. Meelia	675 McDonnell Boulevard, St. Louis, MO 63042
Treasurer:	Martina Hund-Mejean	675 McDonnell Boulevard, St. Louis, MO 63042
Secretary:	John H. Masterson	675 McDonnell Boulevard, St. Louis, MO 63042
Chief Executive Officer:		
Chief Financial Officer:		
Directors:	Richard J. Meelia	675 McDonnell Boulevard, St. Louis, MO 63042

- (7) Briefly describe the business of the corporation:  
Healthcare

(8-9) Capital stock of each class and series:

CLASS OF STOCK	TOTAL AUTHORIZED BY ARTICLES OF ORGANIZATION OR AMENDMENTS Number of Shares	TOTAL ISSUED AND OUTSTANDING Number of Shares
COMMON	10,000	100
PREFERRED		

- (10) Check if the stock of the corporation is publicly traded. ☐

(11) Report is filed for fiscal year ending: September / 30 / 2004  
(month) (day)

Signed by: \_\_\_\_\_

James A. Borronaro  
Vice Pres./Asst. Tres.

POA

☐ Chairman of the board of directors

☐ President

☒ Other officer

☐ Court-appointed fiduciary

on this 9th

day of February

2005

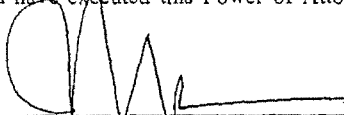
POWER OF ATTORNEY

NOTICE IS HEREBY GIVEN THAT Tyco International (US) Inc. ("Corporation"), a corporation incorporated under the laws of Nevada does hereby appoint Heather Lydic and James Bordonaro as attorney-in-fact for the Corporation to act for the Corporation and subsidiaries of the Corporation attached hereto as Exhibit A (The "Subsidiaries") in the Corporation's and Subsidiaries' names for the limited purposes authorized herein. Eric Resch and J. William McArthur also authorize James Bordonaro and Heather Lydic to sign on their behalf personally for the reasons set forth in the next paragraph.

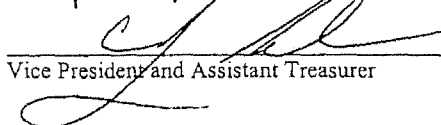
The Corporation and Subsidiaries, J. William McArthur and Eric Resch personally, having taken all necessary steps to authorize the changes, hereby grants its attorney-in-fact the power to execute the documents necessary to file annual reports, annual registrations and forms of similar import on behalf of the Corporation's and Subsidiaries' in any state.

This Power of Attorney expires when revoked by the Corporation or Subsidiaries.

IN WITNESS WHEREOF the undersigned have executed this Power of Attorney on this 15th day of October, 2003.



Vice President and Assistant Treasurer



Vice President and Assistant Treasurer

Sworn to and subscribed before me,  
this 15th day of December, 2003



Notary Public, State of Florida  
Commission Expires: \_\_\_\_\_



Julyne Derisse  
My Commission CC979799  
Expires November 05, 2004

ADT Property Holdings, Inc.  
ADT Security Services, Inc.,  
A&E Products Group, Inc.  
A-G Holding, Inc. I  
AFC Cable Systems, Inc.  
ALLIANCE INTEGRATED SYSTEMS, INC.  
APS Group Holding, Inc.  
ATC Sales Company  
Central Sprinkler Company  
Crosby GP Holding, Inc.  
Crosby Holding, Inc. I  
Crosby Valve Sales and Service Corporation  
Earth Tech (Infrastructure) Inc.  
Earth Tech Environment & Infrastructure Inc.  
Earth Tech Northeast, Inc.  
Earth Tech, Inc.  
Electro Signal Lab, Inc.  
Elo Touchsystems, Inc.  
FISK ELECTRIC COMPANY  
Fire Products GP Holding, Inc.  
GC Holding, Inc. I  
General Surgical Innovations, Inc.  
Graphic Controls Corporation  
Grinnell Corporation  
IMB, A Simplex Company, LLC  
Innerdyne, Inc.  
J. Muller International (USA)  
Ludlow Corporation  
Ludlow Jute Company  
M/A-Com, Inc.  
MALLINCKRODT INC.  
Master Protection Corporation  
Municipal Emergency Services, Inc.  
National Tape Corporation  
Polyken Technologies Europe, Inc.  
Puritan-Bennett Corp.  
STR Grinnell GP Holding, Inc.  
SWD Holding, Inc. I  
Scott Technologies, Inc.  
Sensormatic Electronics Corporation  
Sherwood Medical Company  
Sherwood Medical Company I  
Sigma Circuits, Inc.  
Sigma GP Holding, Inc.  
Simplex Time Recorder Co.  
Star Holding, Inc.  
Star Sprinkler, Inc.  
Sunbelt Holding, Inc. I  
Sunbelt Manufacturing, Inc.  
TA, Inc.  
TKN, Inc.  
TAMS Architects & Engineers, Inc.  
TAMS Consultants, Inc.  
TKC Holding Corp.  
TME Management Corp.  
TV&C GP Holding, Inc.

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Tyco Adhesives GP Holding, Inc.  
Tyco Adhesives, Inc.  
Tyco Electronics Corporation  
Tyco Integrated Cable Systems, Inc.  
Tyco International (US) Inc.  
Tyco Electronics Installation Services, Inc.  
Tyco Electronics Power Systems, inc.  
Tyco Fire (NV) Inc.  
Tyco Thermal Controls, LLC  
Unistrut Corporation  
United States Surgical Corporation  
Valleylab Holding Corporation